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LIPPERT COMPONENTS INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA – UNLIMITED CIVIL JURISDICTION

KEEP AMERICA SAFE AND BEAUTIFUL, PLAINTIFF, V. LIPPERT COMPONENTS INC.; AND DOES 1-30, INCLUSIVE, DEFENDANTS.	Case No. 26CV485392 [PROPOSED] **CONSENT JUDGMENT** (Health & Safety Code § 25249.6 et seq. and Code of Civil Procedure § 664.6)

1. INTRODUCTION

This Consent Judgment is entered into by and between plaintiff Keep America Safe and Beautiful ("KASB") and defendant Lippert Components Inc. ("**Lippert**"), with KASB and Lippert each individually referred to as a "**Party**" and collectively, as the "**Parties**", to resolve the allegations in the May 13, 2025 60-Day Notice of Violation in compliance with the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code § 25249.6 *et seq.* ("**Proposition 65**").

1.1 The Parties

KASB is a California-based non-profit organization proceeding in the public interest pursuant to California Health & Safety Code § 25249.7(d) to ensure that chemicals known to the State of California to cause cancer, birth defects or other reproductive harm are disclosed to consumers and end-users, or eliminated from consumer products sold in California. KASB alleges Lippert is a person in the course of doing business for purposes of California Health & Safety Code § 25249.11(b).

1.2 Consumer Products Description

KASB alleges that Lippert manufactures, imports, sells, or distributes for sale in California vinyl-coated cables containing di(2-ethylhexyl) phthalate ("**DEHP**") without providing the health hazard warning that KASB alleges is required by California Health & Safety Code § 25249.5 *et seq.* ("Proposition 65"): HappiJac Remote Coiled Cable M6V 149557 UPC: 835779001459, referred to collectively hereinafter as the "Products." DEHP is listed pursuant to Proposition 65 as a chemical known to the State of California to cause birth defects or other reproductive harm.

1.3 Notice of Violation

On May 13, 2025, KASB served Lippert, the California Attorney General, and the requisite public enforcement agencies with a 60-Day Notice of Violation ("**Notice**"), alleging Lippert violated Proposition 65 by failing to warn its customers and consumers in California that its vinyl-coated cables can expose users to DEHP. No public enforcer has commenced and is diligently prosecuting an action to enforce the allegations set forth in the Notice.

1.4 Complaint

On January 26, 2026, KASB commenced the instant action ("Complaint"), naming Lippert as a defendant for the alleged violations of Proposition 65 that are the subject of the Notice.

1.5 No Admission

Lippert denies the factual and legal allegations contained in the Notice and Complaint and maintains that all products it sold or distributed for sale in California, including the Products, have been, and are, in compliance with all laws. No term of this Consent Judgment, nor Lippert's compliance with its terms, shall be deemed an admission by Lippert of any fact, finding, conclusion of law, issue of law, or violation of law. This section shall not, however, diminish or otherwise affect Lippert's obligations, responsibilities, and duties under this Consent Judgment.

1.6 Jurisdiction

For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over Lippert as to the allegations contained in the Complaint; that venue is proper in Santa Clara County; and that the Court has jurisdiction to enter and enforce the provisions of this Consent Judgment, pursuant to Proposition 65 and Code of Civil Procedure § 664.6.

1.7 Execution Date

The term "**Execution Date**" means the date on which this Consent Judgment becomes fully executed by the Parties.

1.8 Effective Date

The term "**Effective Date**" means the date on which the Court approves this Consent Judgment.

2. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS

2.1 Reformulation Commitment

Commencing on the Execution Date and continuing thereafter all Products Lippert manufactures, imports, purchases for resale in or into California, shall meet the Reformulation Standard for Reformulated Products, as defined by Section 2.2 or comply with the clear and reasonable warning requirements of Section 2.3, below.

2.2 Reformulation Standard

For purposes of this Consent Judgment, "Reformulated Products" are defined as Products which, if they contain di(2-ethylhexyl) phthalate ("DEHP") contain such chemical in a maximum concentration of 0.1 percent (1,000 parts per million) when analyzed by a laboratory accredited by the

State of California, a federal agency, or a nationally recognized accrediting organization. For purposes of compliance with this reformulation standard, testing samples shall be prepared and extracted using Consumer Product Safety Commission ("CPSC") methodology CPSC CH-C1001.09.3 and analyzed using U.S. Environmental Protection Agency methodology 8270D, or, at the option of Lippert, equivalent methodologies utilized by federal or state government agencies to determine phthalate content in a solid substance.

2.3 Clear and Reasonable Warnings

For all Products that are not Reformulated Products, Lippert shall provide clear and reasonable warnings in accordance with this Section pursuant to Title 27 California Code of Regulations § 25600, *et seq*. Each warning shall be prominently placed with such conspicuousness as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use and shall be provided in a manner such that it is clearly associated with the specific Product to which the warning applies.

2.3.1 Warning. The following warnings for Products containing **DEHP** in excess of the Reformulation Standard shall be deemed in compliance with Title 27 California Code of Regulations § 25600, *et seq.*:

Option 1: ⚠**WARNING** [or] **CA WARNING** [or] **CALIFORNIA WARNING**: This product can expose you to chemicals including Di(2-ethylhexyl) phthalate (DEHP), which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Option 2: ⚠**WARNING [**or] **CA WARNING [**or] **CALIFORNIA WARNING:** Risk of reproductive harm from exposure to Di(2-ethylhexyl) phthalate (DEHP). See www.P65Warnings.ca.gov.

Option 3: ⚠**WARNING [**or] **CA WARNING [**or] **CALIFORNIA WARNING:** Can expose you to Di(2-ethylhexyl) phthalate (DEHP), a reproductive toxicant. See www.P65Warnings.ca.gov.

Option 4–for Covered Products manufactured and labeled prior to January 1, 2028:

⚠**WARNING:** Reproductive Harm - www.P65Warnings.ca.gov.

2.3.2 Foreign Language Requirement. Where a consumer product sign, label or shelf tag used to provide a warning includes consumer information, as that term is defined in Title 27

California Code of Regulations § 25600.1(c) ("Consumer Information"), in languages other than English, the warning must also be provided in those languages in addition to English.

2.3.3 Product Warnings

Lippert shall affix a warning to the Product label or otherwise directly on each Product provided for sale to consumers located in California and to customers with retail outlets in California or nationwide distribution. For the purpose of this Consent Judgment, "Product label" means a display of written, printed or graphic material that is printed on or affixed to each of a Product or its immediate container or wrapper. The warning must print the word "**WARNING:**" in all capital letters and in bold font. The warning symbol to the left of the word "**WARNING:**" must be a black exclamation point in a yellow equilateral triangle with a black outline, except that if the labeling does not use the color yellow, then the symbol may be in black and white. The entire warning shall appear in a type size of at least 6-point type and no smaller than the largest type size used for other Consumer Information on the Products.

2.3.4 Internet Warnings

If Lippert sells Products via the internet directly, through third party e-commerce platforms or indirectly through customers with e-commerce platforms to customers located in California, Lippert shall provide warnings for each Product both on the Product label in accordance with Section 2.3.3, and by including either the warning or a clearly marked hyperlink using the word "**WARNING**" on either: (a) on the same web page on which Products are displayed; (b) on the same web page as the virtual cart displaying the Products; (c) on the same page as the price for Products; or (d) on one or more web pages displayed to a purchaser during the checkout process. The warning shall appear in any of the above instances adjacent to or immediately following the display, description or price of the Products for which it is given in the same type size or larger than other consumer information provided for the Products without requiring the purchaser to search for the warning in the general content of the website. For third-party e-commerce platforms and customers with e-commerce platforms, as a condition of sale, Lippert shall notify the sellers the Products must be accompanied by a warning, prior to and as a condition of sale, in or into California, and shall supply the warning requirements, pursuant to this Section 2.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty

Pursuant to Health and Safety Code § 25249.7(b), Lippert agrees to pay a civil penalty of $2,500 within fifteen (15) business days of the Effective Date. Lippert's civil penalty payment will be allocated according to Health and Safety Code § 25249.12(c)(1) and (d), with seventy-five percent (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment ("OEHHA"), and the remaining twenty-five percent (25%) retained by KASB. Lippert shall issue its payment in two checks made payable to: (a) "OEHHA" in the amount of $1,875; and (b) "Seven Hills LLP in trust for Keep America Safe and Beautiful" in the amount of $625. KASB's counsel shall remit and disburse to OEHHA and KASB their respective portions of Lippert's civil penalty payment.

3.2 Reimbursement of Attorneys' Fees and Costs

KASB and its counsel offered to resolve the allegations in the Notice and Complaint without reaching terms on the amount of reimbursement of attorneys' fees and costs. Shortly after the Parties finalized the other material settlement terms, they negotiated and reached an accord on the amount of reimbursement to be paid to KASB's counsel, under general contract principles and the private attorney general doctrine, codified at California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution and entry of Judgment pursuant its terms, but exclusive of fees and costs on appeal, if any. Within fifteen (15) business days of the Effective Date, Lippert shall issue a check in the amount of $27,000 payable to "Seven Hills LLP" for all fees and other costs incurred investigating, bringing this matter to Lippert's attention, litigating, negotiating a settlement in the public interest, obtaining the Court's approval of its terms pursuant to Section 5, and reporting to the California Attorney General.

3.3 Payments

All payments payable and due under this Consent Judgment shall be delivered to KASB's counsel at the following address:

Seven Hills LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

4. CLAIMS COVERED AND RELEASED

4.1 KASB's Release of Proposition 65 Claims

This Consent Judgment is a full, final and binding resolution between KASB, acting on its own behalf and in the public interest, and Lippert, of any violation of Proposition 65 that was or could have been asserted by KASB on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, against Lippert, its directors, officers, employees, attorneys, past and present parents, subsidiaries, affiliated entities under common ownership, shareholders, and each entity to whom Lippert directly or indirectly distributes or sells Products, including, but not limited to, downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees (collectively, "Releasees"), from all claims for violations of Proposition 65 based on the failure to warn about exposures to the DEHP in the Products manufactured, distributed, sold and/or offered for sale by Lippert consumers in California before the Effective Date, as alleged in the Notice.

4.2 KASB's Individual Release of Claims

In further consideration of the promises and agreements herein contained, KASB, on behalf of the public and itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all rights it has to institute or participate in, directly or indirectly, any form of legal action and releases all claims that KASB may have, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses including, but not exclusively, investigation fees, expert fees, and attorneys' fees arising under Proposition 65 with respect to DEHP in Products manufactured, distributed, sold and/or offered for sale by Lippert and the Releasees before the Effective Date, against Lippert and Releasees.

4.3 The Parties further understand and agree that this Section 4.1 release shall not extend upstream to any entity that manufactured Products or any component parts thereof, or any distributor or supplier who sold Products or any component parts thereof to Lippert. Nor shall this Section 4.1 release extend downstream to any individual or entity Lippert asked to provide a warning for Products

pursuant to Section 2 and who fails to do so. Nothing in this Section affects KASB's right to commence or prosecute an action under Proposition 65 against a Releasee that does not involve the Products.

4.4 Lippert's Release of KASB

Lippert, on its own behalf and on behalf of its past and current agents, representatives, attorneys, successors, and assignees, hereby waives any and all claims against KASB and its attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by KASB and its attorneys and other representatives, whether in the course of investigating claims or otherwise seeking to enforce Proposition 65 against it in this matter with respect to the Products.

5. COURT APPROVAL

Pursuant to California Health and Safety Code § 25249.7(f)(4), KASB shall file a noticed motion for judicial approval of this Consent Judgment. The Parties agree to mutually employ their best efforts, and those of their counsel, to support the entry of a judgment pursuant to the terms of this Consent Judgment, and to obtain judicial approval of their settlement in a timely manner. For purposes of this section, "best efforts" shall include, at a minimum, supporting the motion for approval, responding to any third-party objection, and appearing at the hearing before the Court if so requested.

6. SEVERABILITY

If, subsequent to the Court's approval and entry of this Consent Judgment as a judgment, any provision of this Consent Judgment is deemed by a court to be unenforceable, the validity of the remaining provisions shall not be adversely affected.

7. GOVERNING LAW

The terms of this Consent Judgment shall be governed by the laws of the State of California and apply within California. Nothing in this Consent Judgment shall be interpreted to relieve Lippert from its obligation to comply with any state or federal law or regulation.

8. NOTICE

Unless specified herein, all correspondence and notice required by this Consent Judgment shall be in writing and sent by: (i) first-class registered or certified mail, return receipt requested; or (ii) a recognized overnight courier to any Party by the other at the following addresses:

For Lippert:

Kelly Stanley, Director
Legal Affairs, Litigation & Compliance
LIPPERT
4100 Edison Lakes Parkway, Suite 210
Mishawaka, IN 46545

For KASB:

Laralei Paras, Partner
Seven Hills LLP
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

with a copy to:

Kristin Froehle
BARNES & THORNBURG LLP
11 South Meridian Street
Indianapolis, IN 46204

Any Party may, from time to time, specify in writing to the other Party a change of address to which all notices and other communications shall be sent.

9. COUNTERPARTS AND PDF SIGNATURES

This Consent Judgment may be executed in counterparts and by electronic or portable document format (pdf) signature, each of which shall be deemed an original and, all of which, when taken together, shall constitute one and the same document.

10. COMPLIANCE WITH REPORTING REQUIREMENTS

KASB and its counsel agree to comply with the reporting form requirements referenced in California Health and Safety Code § 25249.7(f).

11. ENTIRE AGREEMENT

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein. There are no warranties, representations, or other agreements between the Parties except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Consent Judgment have been made by any Party hereto. No other agreement not specifically

contained or referenced herein, written, oral or otherwise, shall be deemed to exist or bind either of the Parties hereto.

12. MODIFICATION

This Consent Judgment may be modified only by: (i) a written agreement of the Parties and the entry of a modified Consent Judgment by the Court thereon; or (ii) upon a successful motion of any party and the entry of a modified Consent Judgment by the Court thereon.

13. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood, and agreed to all of the terms and conditions of this Consent Judgment.

AGREED TO:

Date: 10/27/2026

By: _____
Lance Nguyen, CEO
Keep America Safe and Beautiful

AGREED TO:

Date: 10/24/26

By: _____
Erin Hanig, Director Legal Affairs
Lippert Components, Inc.